

IN THE MARION CIRCUIT COURT

FILED

AVC NO. 05-050

DEC 20 2005

IN RE: AUTO ADVANTAGE CORP.,)
doing business as, Jay Stevens)
Auto Advantage,)
Respondent.)

Doris Anne Sadler
CLERK OF THE
MARION CIRCUIT COURT

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Mary Ann Wehmueller, and the Respondent, Auto Advantage Corp., enter into an Assurance of Voluntary Compliance (Assurance) pursuant to Indiana Code §24-5-0.5-7.

Any violation of the terms of this Assurance constitutes prima facie evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law and upon consent of the parties.

The parties agree:

1. Respondent is an Indiana corporation engaged in the sale of used motor vehicles, with principal places of business at 3002 S. Madison Avenue, Indianapolis, Indiana and 7965 Pendleton Pike, Indianapolis, Indiana and transacts business with Indiana consumers.
2. The terms of this Assurance apply to and are binding upon Respondent, its employees, agents, representatives, successors, and assigns.
3. Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter

described, pursuant to the authority of Ind. Code §4-6-9-4 and Ind. Code §24-5-0.5-1 *et seq.*

4. Respondent, when entering into motor vehicle down payment agreements with prospective vehicle purchasers, shall disclose in writing to the consumer the terms, conditions and/or contingencies that will make the deposit non-refundable. Specifically, if the refundable nature of the deposit is contingent upon Respondent obtaining financing for the consumer, the agreement shall set forth the maximum vehicle purchase price; interest rate; and weekly payment the consumer can expect, and must set forth the time frame the Respondent will have to find financing for the consumer. Furthermore the agreement must set forth any other contingencies or conditions that may cause the deposit in whole or in part to be non-refundable.

5. Respondent will immediately comply with all provisions of Ind. Code §24-5-0.5-1 *et seq.*, specific to its practice of entering into motor vehicle down payment agreements with prospective vehicle purchasers.

6. Upon execution of this Assurance, Respondent shall pay consumer restitution in the total amount of \$ 1,200.00 to the Office of the Attorney General on behalf of the following consumers:

- | | | |
|-----|-------------------|------------|
| (a) | Maria Cornner | \$ 100.00 |
| (b) | Natasha Alexander | \$ 250.00 |
| (c) | Robert Childs | \$ 100.00 |
| (d) | Yoskisha Rucker | \$ 350.00 |
| (e) | Bernard Osburn | \$ 300.00 |
| (f) | Summer Whitfield | \$ 100.00. |

7. Respondent shall not represent that the Office of the Attorney General approves or endorses Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

8. Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

9. The Office of the Attorney General shall file this Assurance with the Circuit Court of Marion County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 19th day of December, 2005.

STATE OF INDIANA

RESPONDENT

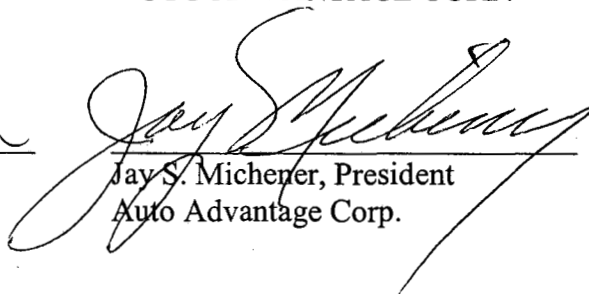
STEVE CARTER
Attorney General of Indiana

AUTO ADVANTAGE CORP.

By:

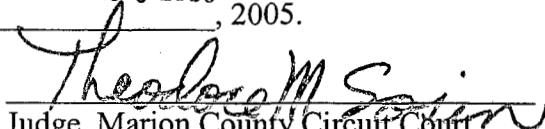


Mary Ann Wehmüller
Deputy Attorney General
Atty. No. 15251-49A
Office of Attorney General
402 W. Washington, 5th Floor
Indianapolis, Indiana 46204
Telephone: (317) 233-3973
Maw:221715


Jay S. Michener, President
Auto Advantage Corp.

APPROVED this _____ day of _____, 2005.

DEC 20 2005


Judge, Marion County Circuit Court